



RECORDATION NO. 15248-F FILED J425

JUL 24 1990 - 11 22 AM

Treasury Department
100 North Charles Street
Baltimore, MD 21201

INTERSTATE COMMERCE COMMISSION July 23, 1990

Secretary
Interstate Commerce Commission
Attention: Recordation Unit
12th Street & Constitution Ave., N.W.
Washington D.C., 20423

0-207A004

Dear Mrs. Mildred Lee:

On behalf of CSX Logistics Inc., enclosed for filing and recording under 49 U.S.C. sec. 11303 (a) and the regulations promulgated thereunder, are one (1) original and three (3) executed counterparts thereof of a secondary document, not previously recorded, entitled THIRD AMENDMENT TO SUBLEASE AGREEMENT dated as of March 1, 1990.

The parties to the enclosed release are:

CSX Logistics, Inc., (as Sublessor)
c/o CSX Transportation Inc.,
100 North Charles Street
Baltimore, MD 21201

Triple Crown Services, Inc., (as Sublessee)
1315 Directors Row, Suite 2B
P.O. Box 12608
Fort Wayne, Indiana 46864

The enclosed document, among other things, amends the Sublease Agreement - RoadRailer Units, dated October 12, 1989 and recorded with the Interstate Commerce Commission on October 19, 1989 and assigned Recordation No. 15248 - D and as amended by the Amendment to Sublease Agreement, dated as of December 1, 1989 and recorded January 3, 1990 under No. 15248-E.

The sublease of RoadRailer vans relates to the original Lease Agreement whereby the Sublessor originally leased under the LEASE OF ROADRAILER VANS, dated June 1, 1987, as recorded with the Interstate Commerce Commission on June 19, 1987 and assigned Recordation No. 15248.

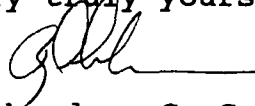
Enclosed is a \$15.00 check as payment for the filing fee.

Once the filing has been made, please return to the undersigned stamped copies of the Amendment not needed for

JUL 26 11 23 AM '90

your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing, and an extra copy of this letter of transmittal.

Very truly yours,



Richardson C. Cole

Return to: Richardson C. Cole
CSX Transportation, Inc.
Treasury Department, B12C
100 North Charles St.
Baltimore, MD. 21201

Enclosures

cc: Mr. A.B. Aftoora B12C
 L.A. Mclean B09A

Interstate Commerce Commission
Washington, D.C. 20423

7/30/90

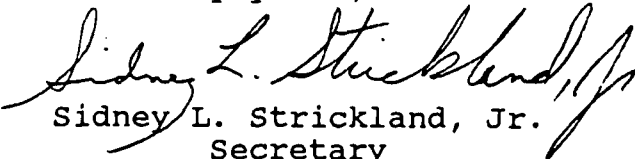
OFFICE OF THE SECRETARY

Richard C. Cole
CSX Transportation Inc.
Treasury Dept. B12C
100 North Charles St.
Baltimore, MD. 21201

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/24/90 at 11:20am , and assigned recordation number(s). 15248-F

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

RECORDATION CO 15248-F
JUL 24 1990 - 11 20 AM
FILED 1425
STATE COMMERCE COMMISSION

THIRD AMENDMENT TO SUBLEASE AGREEMENT

This Third Amendment Agreement is made as of the 1st day of March, 1990, by and between CSX LOGISTICS, INC. (Sublessor), a Delaware corporation, with principal offices at 100 North Charles Street, Baltimore, Maryland 21201, and TRIPLE CROWN SERVICES, INC. (Sublessee), an Oklahoma corporation, with principal offices at 1315 Directors Row, Fort Wayne, Indiana 46864.

WHEREAS, Sublessor and Sublessee entered into a Sublease Agreement dated as of October 12, 1989, as amended by Amendment Agreement dated as of December 1, 1989, wherein Sublessor agreed to rent 237 vans and 3 Adapter Railers for intermodal service (Equipment).

WHEREAS, it is the intent of Sublessor to have Equipment prepared to meet Sublessee's Operable Condition standards, as supplemented, in the most expedient manner, and it is the intent of Sublessee to accept the remaining 105 RoadRailer® vans and 3 Adapter Railers in Operable Condition no later than September 1, 1990.

WHEREAS, due to material leadtimes and additional factors beyond Sublessor's control, both parties desire to amend Section 1.1, Section 2.1, Section 4.5, and Section 4.6 of the Sublease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, Sublessor and Sublessee agree as follows:

A. Section 1.1 of the Sublease Agreement is amended to read as follows:

"1.1 This Agreement will take effect on October 1, 1989. Except as provided in Section 1.2, this Agreement will remain in effect until the date the last unit of Equipment is returned to Sublessor by Sublessee, pursuant to Section 4.6, or until December 1, 1992, whichever date is earlier."

B. Section 2.1 of the Sublease Agreement is amended to read as follows:

"2.1 If Sublessee is not in default under or in breach of this Agreement and this Agreement was not earlier terminated, Sublessee may extend the term of this Agreement for an additional term of two (2) years by giving Sublessor written notice of its intent to extend the term on or before September 1, 1992."

C. Section 4.5 of the Sublease Agreement is amended to read as follows:

"4.5 Sublessee may take delivery of all Equipment in Operable Condition at one (1) time or may take delivery in installments by no later than September 1, 1990. Sublessee will accept delivery of all remaining units of Equipment in Operable Condition or placed in Operable Condition between August 1, 1990, and August 15, 1990. Sublessor will use its best efforts to place all remaining units of Equipment in Operable Condition on or before August 15, 1990."

D. The first (1st) sentence of Section 4.6 of the Sublease Agreement is amended to read as follows:

"Each unit of Equipment will be returned to Sublessor on or prior to the date of expiration or termination of this Agreement (December 1, 1992), or twenty-eight (28) months after the date on which Sublessee accepted delivery of said unit of Equipment, whichever date is earlier. "

IN WITNESS THEREOF, Sublessor and Sublessee have caused this Third Amendment to be fully executed as of the date and year set forth above.

Attest:

CSX LOGISTICS, INC. (as Sublessor)

D. J. Hochmayer
Assistant Secretary

By: *A. B. Martin*
Name and Title

Attest:

TRIPLE CROWN SERVICES, INC. (as Sublessee)

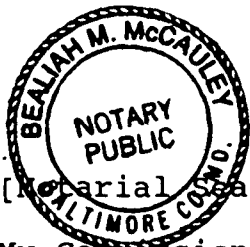
Deanna M. Martin
Assistant Secretary

By: *Thomas D. Hill* VP
Name and Title

July 20, 1990
CSX2d.amd

STATE OF MARYLAND)
) ss:
CITY OF BALTIMORE)

On this 23rd day of July, 1990, before me personally appeared A. B. Altman, to me personally known, who, being by me duly sworn, says that he is vice president of CSX LOGISTICS, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



Beulah M. McCauley
Notary Public

My Commission expires 11-1-93

STATE OF VIRGINIA)
) ss:
CITY OF NORFOLK)

On this 20th day of July, 1990, before me personally appeared Thomas J. Finkbeiner to me personally known, who, being by me duly sworn, says that he is vice president of TRIPLE CROWN SERVICES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Thomas J. Finkbeiner
Notary Public

[Notarial Seal]

My Commission expires AUGUST 31, 1994